

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TREE TRIMMER (LINE CLEARANCE)
TREE TRIMMER
GROUNDMAN

IN

INYO, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN
BERNARDINO, SANTA BARBARA, AND VENTURA COUNTIES

AGREEMENT

BETWEEN

ASPLUNDH TREE EXPERT CO.

AND LOCAL UNION 47

**OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO**

RECEIVED
Department of Industrial Relations

JUN 30 2003

Div. of Labor Statistics & Research
Chief's Office

- 3.9 There shall be a Chief Steward appointed by the Union, whose duties it shall be to interpret this Agreement and see that the Union rules are adhered to. The Chief Steward shall carry out such duties without interfering with the proper responsibilities and duties of the foreman. The Chief Steward shall be considered senior to all other employees and shall be the last of their respective classifications on the job to be laid off; this provision is subject to the Company's right under this Agreement. The Union shall notify the Employer, in writing, as to the name of the Chief Steward.
- 3.10 The Employer shall furnish the Union with a seniority list including wage rates and division location of all employees covered by this Agreement and shall keep the Union advised of all deletions upon a request of the Union.
- 3.11 Work which has been historically performed by bargaining unit employees will not be sub-contracted by the Employer, if such sub-contracting results in the layoff of employees covered by this Agreement, excluding M.B.E./W.B.E./O.B.E. goals and provisions of Southern California Edison's contract with the Employer.

ARTICLE IV

Hours - Wage Payment - Holidays Working Conditions

- 4.1 Eight (8) hours shall constitute the normal workday between 7:00 A.M. and 5:00 P.M., Monday through Friday. Thirty (30) minutes between the hours of 11:30 AM and 12:30 P.M. shall constitute lunch period. The regular hours of work may be changed by the Employer with notification to the Union. Such a change in regular hours of work shall not be deemed to require the payment of overtime.
- 4.2 All work performed in excess of forty (40) hours in any one week, or outside the regular schedule of working hours during the work week shall be paid for at the rate of time and one-half (1 1/2), except that time lost due to inclement weather or other excused absences may be made up on Saturday, not to exceed eight (8) hours at the straight time rate of pay. On approved make up days if an employee makes a commitment to work, and does not show, the employee's attendance record will reflect an unexcused absence from work. Overtime shall be computed to the nearest quarter hour. All work performed in excess of twelve (12) continuous hours per day will be paid for at the rate of double time. There shall be no pyramiding. All employees working on the last scheduled working day before a celebrated holiday and the first regularly scheduled working day after such holiday shall receive eight (8) hours pay at the straight time rate. When any one of the listed holidays falls on Saturday, it shall be celebrated on the preceding Friday, and when the holiday falls on Sunday, it shall be celebrated on the following Monday. Holidays under the Agreement shall be: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, or days celebrated as such.
- 4.3 (a) Employees who are required to report for emergency work on non-workdays, or outside of their regular hours of work on a scheduled workday or on holidays, shall be paid overtime compensation for the actual time worked and for the travel time in connection therewith, but such travel time shall not exceed one-half (1/2) hour.
- (b) When at the request of the supervisor in charge, an Employee reports for pre-arranged work on workdays outside of their regular work hours, on non-workdays or on holidays, the employee shall be paid overtime compensation for actual work time only. Prearranged work is deemed to be work for which advance notice has

- 4.14 The continuity of an employee's service shall not be broken by absence for any of the following:
- (a) Induction, enlistment, or active duty in the Armed Forces of the United States, or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to re-employment.
 - (b) Absence on Union business not requiring a leave of absence. The Employer shall be notified prior to absence.
 - (c) Absence by reason of authorized written request leave of absence without pay.
- 4.15 Employees shall lose their seniority rights and/or status as an employee under the following conditions:
- a. If employee resigns.
 - b. If employee is discharged.
 - c. If employee is absent for three (3) working days without notifying the Employer.
 - d. If employee fails to report at the expiration of any leave of absence.
 - e. If employee fails to report to work within five (5) days after written or personal notice from Employer, to employees last known address to report to work after layoff.
 - f. If employee is laid off for a period of six (6) months or more.
- 4.16 The Employer shall furnish all necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnished the necessary lockers, toolboxes or other safe places for storage. The Union agrees that the Employer can immediately dismiss employees for unauthorized use of the Employer's equipment.
- 4.17 When an employee is temporarily assigned to work in a classification higher than his/her regular classification for eight (8) hours or more during the day, he/she shall be paid no less than the minimum rate established for such classification for all time worked in the assigned classification.
- 4.18 The Employer shall pay for traveling time and furnish transportation from job to job within the jurisdiction of the Local Union. On work outside the jurisdiction of the Local Union, the Employer shall furnish transportation, board and other necessary expenses.
- 4.19 Employees shall report to work dressed in suitable attire to perform their duties and shall be neat and clean in appearance.
- 4.20 All employees who drive the Employer's equipment shall have and maintain a valid Commercial Drivers License (CDL) which conforms to the Federal and/or State law and possess the necessary skills to drive a standard transmission vehicle. All new employees hired after (date of agreement), shall have 30 days from their date of hire to obtain a (CDL) and shall maintain such license at all times. The Employer shall be notified immediately by all employees if his/her driver's license is suspended or revoked.

Once the (CDL) has been obtained, then, in the case of future disqualification of an employee, the employee may be assigned to other work, if available.

The Employer will reimburse the employee for any extra fees in excess of a standard license, and for any costs required for a doctor's physical. (This payment will be made only after the employee completes their probationary period.) However, the total reimbursement shall not exceed seventy dollars (\$70.00), and will not be made more frequently than once every four years upon evidence that the employee has obtained the license.

- 4.21 All employees shall have and maintain an American Red Cross First Aid and CPR card. The Employer will furnish the instructor and the necessary materials for the course. The course will be conducted on the employee's own time.
- 4.22 All employees covered by this Agreement shall adhere to the prescribed disciplinary action program and substance abuse policy.
- 4.23 It shall be the responsibility of the Employer to ensure the safety of its employees and compliance by them with the established Employer's safety rules and standards.
- 4.24 The safety rules agreed upon shall be those in the Employers Foreman's Manual, and all safety letters and special bulletins sent from the safety and equipment departments.
- 4.25 Each crew shall hold a fifteen-minute safety meeting each week during working hours.
- 4.26 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for the Employer's convenience.
- 4.27 Employees who use their personal automobiles for the Employer's convenience shall be reimbursed therefore at a rate of one (\$1.00) per hour, plus fuel. This reimbursement shall cover all cost associated with operating the vehicle, including the cost of insurance.
- 4.28 Step Progression – Step increases within classification will be awarded annually on the anniversary date that an employee has within that classification. Exception: Step 1 Apprentice Climbers will receive a step increase after 6 months.

*4/4/99 is only for incumbent employees as of the effective date of this agreement to fulfill their year requirement in their respective step rate.

- 4.30 When Climbers are hired, due consideration shall be given their previous experience on work similar to that covered by this Agreement, and they shall be credited for the equivalent value of such experience in the wage schedule, as determined by the Employer.

ARTICLE V

Transfers

- 5.1 Permanent – If the Company identifies a permanent opening at a work location on the Southern California Edison property, that position will be offered to all Asplundh employees working on the Southern California Edison property. The employee who has the most company seniority within the classification and bids for the position shall be awarded the opening.
- 5.2 Temporary – The Company will ask for volunteers from a work location to be designated by the Company:
- (a) Volunteers will be awarded the assignment based on Company seniority within the classification.
 - (b) In the event that there are no volunteers, the Company shall select the employee with the least seniority in classification to fill the assignment.
 - (c) In the event that an employee accepts a temporary assignment, he/she shall have return rights to their permanent work location and shall retain all rights based on seniority.

ARTICLE VI

Job Site Reporting

- 6.1 The Company will provide transportation if an employee is required to report to a temporary job site that is more than twenty-five (25) road miles from the permanent reporting work location.
- 6.2 Employees will arrive at temporary job site at the normal reporting time and shall be back at the permanent job site at the normal end of shift or overtime provisions shall apply.
- 6.3 At the Company's option, the Company may elect to schedule a 4/10-work shift. Such schedule shall commence and end with a regular pay period. Employees shall be given a two-week notification for schedule change.
- 6.4 Bids for jobs under this section shall be as follows:
- a. The Company will ask for volunteers from a work location to be designated by the Company. Volunteers will be awarded the assignment based on Company seniority within the classification. In the event that there are no volunteers, the

- b. In the event that an employee accepts a temporary assignment, he/she shall have return rights to their permanent work location and shall retain all rights based on seniority.

ARTICLE VII

Vacations

- 7.1 All employees who have completed one (1) year of continuous service for the Employer shall be entitled to five (5) days vacation (40 hours). All employees who have completed two (2) years continuous service work for the Employer shall be entitled to ten (10) days vacation (80 hours). Employees who have completed ten (10) years continuous service shall be entitled to fifteen (15) days vacation (120 hours). Service with the Employer for vacation purposes shall be considered to have started on the anniversary date of employment. To qualify for a full vacation allotment the employee shall have actually worked a minimum of eighteen hundred (1800) hours in the employee's anniversary year.
- An employee who actually worked at least nine hundred (900) hours in the employee's anniversary year but did not actually work eighteen hundred (1800) hours during that period shall be entitled to a pro rata share of vacation.
- 7.2 Vacation arrangements must be scheduled with the employee's immediate supervisor. Vacation shall not be cumulative from year to year but must be taken in the year in which it is due. In case of conflict over scheduling of employees vacation periods, seniority shall be the determining factor.
- 7.3 In the event an employee entitled to a vacation quits the service of the Employer before such vacation is taken, the employee shall upon giving five (5) days written notice of intention to quit be entitled to vacation pay for all earned vacation.